



General Conditions for Purchasing (GCP)
of HACO Ltd and NARIDA AG



1. Scope of Application

We place orders exclusively based on the present General Conditions for Purchasing (hereinafter "GCP"). These GCP apply to all deliveries and services provided to us, thereby excluding the general, sales, delivery, and other conditions of our suppliers and subject to any written agreements to the contrary. General conditions of our suppliers shall not apply to us even if not expressly rejected by us. The statutory provisions applicable in the specific case and the INCOTERMS of the International Chamber of Commerce in Paris shall apply alongside the GCP.

Correspondence sent via e-mail, fax, or machine-readable data carriers shall satisfy the writing requirement under these GCP.

2. Conclusion of Contracts

Only orders placed in writing shall be binding on us. Our orders must be confirmed in writing within two (2) business days. Non-confirmation shall be deemed to constitute acceptance of our orders on the terms contained in the same. Delivery requests and any and all changes or additions to the same must be made in writing.

If the supplier accepts our order under different conditions, it must expressly indicate this to us in writing; the deviating terms shall be deemed acknowledged if we fail to reject them within five (5) business days. Quantity variances resulting from production issues shall be accepted only if they are notified to us in writing in advance and have been accepted by us in writing.

Regardless of whether or not we place an order, we shall not provide compensation for visits to our premises, developing proposals for us, etc.

Our order (or material parts thereof) shall not be implemented by a third party without our prior written consent.

3. Delivery Terms / Incoterms (*International Chamber of Commerce, ICC*)

Each of our orders includes delivery clauses in accordance with the ICC Incoterms (current version), which shall apply to the supplier. Unless otherwise indicated in the order, the Incoterm DDP (DELIVERED DUTY PAID) + place of delivery as stated in the order shall apply.

The agreed prices are fixed prices and shall not be increased as a result of increased wages and/or material prices. If the price has not been established by the time of the order, it must be notified to us in writing within five (5) business days. The price shall be deemed approved unless we reject it within five (5) business days.

4. Passing of Risk

The passing of the risk shall occur in accordance with the agreed Incoterm (ICC).

5. Delivery Date and Default in Delivery

The delivery date stated in the order is binding. If the supplier fails to deliver on schedule, we have the right to withdraw from the contract after granting the supplier a grace period. Regardless of whether or not we withdraw from the contract, the supplier shall owe compensation for all losses (direct and indirect losses, consequential losses along the entire value-added chain, etc.), incurred by us as a result of the late delivery.

If, because of force majeure, the supplier is not at fault for missing a delivery date, we are released from the obligation to accept the delivery and have the right to withdraw from the contract if, from an economic perspective, it is unreasonable for us to accept the delivery because of the delay resulting from the force majeure.

If the supplier cannot meet the agreed delivery dates, it must inform us of this fact in writing immediately after becoming aware of this situation, stating the reasons and the expected delay.

6. Quality Assurance Certificates

Any and all certificates in accordance with specifications (e.g., analysis certificate) must be delivered to us electronically prior to delivery of the goods in each case.

7. Inspection of Goods upon Arrival / Notification of Defects

The supplier warrants that the goods delivered by it can be utilised by us in production at any time without requiring any additional inspection.

We use spot checks in order to visually inspect goods upon arrival in terms of quantity, identity, and external quality (deterioration in transit), as well as patent defects in the delivered goods. Apart from this, we conduct laboratory tests on a case-by-case basis.

Deadlines and obligations of the buyer in accordance with Art. 201 of the Swiss Code of Obligations (CO) (duty to inspect and to give notice of defects) apart from the aforementioned points relating to the visual inspection of goods upon arrival are expressly waived. We have the right to notify the supplier of defects at any time after identifying them, but no later than the date of the expiration of the warranty period specified by law. Payment of an invoice does not constitute waiver of a notification of defects concerning the billed goods.

We have the right to reject deliveries and to return them to the supplier at its expense if the goods fail, in terms of their quantity or quality, to match the order, the agreed specifications, the relevant legal provisions, and the General Logistic Requirements for Deliveries for deliveries and the Customs Directive for Suppliers. In the event of defective performance, we also have the right to withhold payment *pro rata* until such time as due performance has been rendered. In particular, we hold these rights even in case of defects detected after the fact, such as an insect infestation.

8. Storage

If, for any reason, we are not in a position to receive the ordered goods, the supplier must store them and safeguard them against depreciation until the time of delivery. We shall reimburse the supplier for reasonable costs associated with storage.

9. General Logistic Requirements for Deliveries / Customs Directive for Suppliers

Our General Logistic Requirements for Deliveries and our Customs Directive for Suppliers form an integral component of the GCP and may be obtained from us at any time.

10. Quality Assurance

We and our representatives are authorised to conduct a supplier audit of the supplier and its subcontractors, either with or without prior notice, based on GHP and ISO 9001. The supplier must provide everything necessary for this purpose.

11. Warranty and Liability Provisions

The supplier warrants that the goods and services provided by it completely fulfil the specified purpose, the warranted functions and qualities (in accordance with the specifications agreed upon or stated in the order, as the case may be), comply with the relevant laws, regulations, and provisions (e.g., Foodstuffs Act/Foodstuffs Ordinance, recommendations of trade associations, and the like) of the respective destination country, and exhibit no defects, in particular as regards the authorisation requirement for genetically modified organisms and products derived from them or the labelling obligation, as the case may be. The supplier's warranty also covers goods and services provided by its subcontractors.

The supplier is liable to us for all losses (including direct and indirect losses, as well as consequential losses occurring along the entire value-added chain) incurred by us because of a deviation from the aforementioned warranty, even if the supplier is not at fault for the deviation. The supplier is not liable if we are at fault for the deviation. The supplier must take out and maintain an appropriate insurance policy with sufficient cover for this purpose; proof of this policy must be submitted to us upon request.

12. Product Liability

The supplier must observe the product liability laws that are applicable in each case. If any third party takes action against us because of defective products delivered by the supplier, the supplier must indemnify us in full (for any damages, court costs, attorney's fees, etc. to be paid by us). The supplier must take out and maintain an appropriate insurance policy with sufficient cover for this purpose; proof of this policy must be submitted to us upon request.

13. Applicable Law / Venue

All legal relations between us and the supplier (and between any and all legal successors of both parties) are subject to the laws of Switzerland, excluding the UN Convention on Contracts for the International Sale of Goods (UN CISG). The courts of Bern shall be the exclusive venue for deciding any and all disputes arising between us and the supplier.

14. General Provisions

If any provision of these General Purchasing Conditions is invalid now or in future, this shall not affect the validity of the remaining provisions hereof. The invalid provision shall be replaced by a valid provision that has the same economic outcome.

If one or more of the foregoing provisions are amended or deleted, the remaining provisions shall nevertheless remain in force.

The supplier undertakes to maintain the confidentiality of all non-public commercial or technical information of which it gains knowledge through its business relationship with us and not to make this information available to any third party; any and all subcontractors must assume the same confidentiality obligation.

These GPC shall become effective as of 01.01.2016. We reserve the right to amend the GPC at any time. Amendments shall be notified to the supplier in writing or in another suitable manner and shall be deemed accepted unless rejected in writing within one (1) month from the date of notification of the respective amendment.